

## **“Aussie Broadband x Minions –Competition” PROMOTION**

“Win the ultimate family trip to the Gold Coast, to celebrate the release of Minions: The Rise of Gru with Aussie Broadband.”

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over. This is open to new and current customers.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, de facto partner, child (including foster child), parent, grandparent, grandchild, sibling, child, parent, grandparent, grandchild or sibling of your spouse or de facto partner.
4. This competition is governed by Australian law. This competition is subject to all applicable federal, state and local laws and regulations. Void where prohibited by law. No purchase is necessary to enter or win. A purchase will not improve your chances of winning.

### **HOW TO ENTER**

5. This Competition is a game of chance. Entries into the promotion open on 23/05/2022 and close at 11:59pm AEDST on 03/07/2022 (“**Promotional Period**”).

6. To enter, individuals must then visit <https://www.aussiebroadband.com.au/lp/rise-of-gru> follow the prompts to the promotion entry page, input the requested details including full name, valid email address, residential postcode and suburb, contact number and whether they are a current Aussie Broadband customer and submit the fully completed entry form during the Promotional Period (“**Initial Entry**”).

7. In addition to the above, individuals will also have the opportunity to receive additional entry/entries into the draw for each of the following activities (each an “**Additional Activity**”):

- 1 extra entry to Follow Aussie Broadband on Instagram (@aussiebroadband);
- 1 extra entry to ‘Like’ Aussie Broadband’s Facebook page;
- 3 extra entries to Share their unique referral link via one of the options provided;
- 10 extra entries for completing an Aussie Broadband survey

8. A maximum of forty-nine (49) prizes may be won by 49 individuals. 1 major prize and 48 runner-up prizes.

9. Odds of winning depend on the number of eligible entries received during the Competition Entry Period.

10. Incomplete or indecipherable entries will be deemed invalid.

11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.

12. The major prize draw and the runner-up draw will take place at Aussie Broadband, 3 Electra Avenue, Morwell VIC 3840 on 11/07/2022 at 11:00am AEDST (“**Major & Runner-Up Prize Draw**”), . The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified in writing within two (2) business days of the draw and their name will be published at <https://www.aussiebroadband.com.au/lp/rise-of-gru>.

13. The Promoter’s decision is final, and no correspondence will be entered into.

**PRIZES & APPROXIMATE RETAIL VALUES (“ARV”)**

Total Prize Pool Value - \$18,298

There is a total of 49 prizes totalling \$18,298.00 inclusive of GST.

14. The first valid entry drawn in the Major Prize Draw will win the below prize;

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- Return economy flights from winners nearest capital city to the Gold Coast (Value up to \$5,800)
- Return airport/hotel transfers (Valued at \$400)
- 4x nights shared accommodation(Valued at \$2,500)
- Private Kung Fu lessons for the entire family (Valued at \$600)
- Dinner in Chinatown (Valued at \$300)
- One day DreamWorks tickets (Valued at \$320)
- 12 months of the fastest available nbn™ plan (up to \$149 / month, \$1788 in total)
- 2x Minions merchandise pack (\$55 per pack)

15. 48 x Runner-Up Prize Draw will win the below prize;

- 48 x Merchandise pack & Family film passes to see Minions: The Rise of Gru in participating cinemas (valued at \$135 each)

The internet speed included in the Aussie Broadband NBN plans awarded will be the speed specified in clause 14 above for the Major Prize and clause 15 above for the Runner Up Prize or the best available service depending upon the NBN connection type at the winner’s home address.

Aussie Broadband does not service Satellite NBN areas (or winners who only have ADSL capabilities at their residence). In the event a winner cannot be serviced by Aussie Broadband an alternative prize of equal value will be awarded in lieu of the Aussie Broadband NBN plans or the winner may transfer the Aussie Broadband portion of the prize to a family member or friend who can use the service.

Aussie Broadband NBN plans are subject to Aussie NBN’s standard terms and conditions which are available at <https://aussiebroadband.com.au/forms/legal/general-terms-conditions.pdf>

16. Subject to the unclaimed prize draw clause, if for any reason a winner does not take / redeem a prize (or an element of the prize) by the time stipulated by the Promoter (14 days), then the prize (or that element of the prize) will be forfeited.

17. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

18. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.

19. A draw for any unclaimed prizes may take place on 27/07/2022 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing via email within two (2) business days of the draw and their name will be published at <https://www.aussiebroadband.com.au/lp/rise-of-gru>

20. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

21. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.

22. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.

23. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured.

24. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

25. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the Major Prize or an Instant Daily Prize.

26. The Promoter collects personal information ("PI") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors,

service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.aussiebroadband.com.au/legal/>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.

27. The Promoter is Aussie Broadband Limited (ABN 29 132 090 192) of 3 Electra Ave, Morwell VIC 3840, telephone 1300 880 905.

28. SA Permit Number T22/633

29. NSW Permit Number TP/01854

30. ACT Permit Number TP 22/00815

31. Our promotions are in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram.

Universal Pictures (Minions) terms and conditions:

- Prize has no cash alternative, is non-transferable and non-refundable.
- Prize not available during Australian Public or National holiday periods or during period 12th December 2022 to 27th January 2023 or 2nd April – 16th April 2023
- Prize must be taken within 12 months from notification of winning.
- One winner must be over 18 years of age.
- All elements are subject to availability at time of booking.
- Winner must provide bank details for EFT Transfer.
- Winner must have no pre-existing medical conditions that would affect their ability to participate in the Kung Fu lesson. If winner is not able to take this part of the prize or is deemed unsuitable by the promoter, then this element will be replaced with an alternative activity of the promoter's choice.
- The Kung Fu lesson is based on one session for the winner and their guest(s).
- Accommodation is based on 4 people sharing 1 room.
- A valid credit card must be presented at hotel check in for incidentals.
- Tickets are non-transferable (i.e. no name changes allowed). Once tickets are issued, they are non-endorsable and non-transferable. Any alterations to confirmed flights and/or accommodation details will be at the expense of the winner. All components of the Prize must be fulfilled at the same time and they cannot be split across different time periods.
- Individual supplier terms and conditions apply.
- Flights: Flights are economy class and may be indirect. The airline's Conditions of Carriage apply to all flights. The Winner and travelling companions must travel at the same time and are responsible for transport from their residence to their nearest Capital City Airport in Australia. The winner and their travelling companions will responsible for making their way to and from their departing Australian airport. These conditions apply for all flights.

- Flights will be to Brisbane or The Gold Coast depending on promoter's choice of availability at time of booking.
- Airline, flight route and dates of travel are subject to the promoter's absolute and final decision.
- Once the Prize has been arranged, any changes to the travel, flights, accommodation or scheduling arrangements are at the expense of the Winner and their travelling companions.
- Any changes by the winner made to the specified prize package (including travel extensions, additional guests, etc) will be subject to an administration fee of \$250 excluding GST, which must be settled in full prior to booking confirmation.
- Winners and guest travel at their own risk and, if for any reason any aspect of this promotion is not capable of running as planned, including war, terrorism, state of emergency, pandemic, or any other kind of disaster, tampering or computer virus, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.